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DAVIS WRIGHT TREMAINE LLP  
350 South Grand Avenue, 27th Floor  
Los Angeles, CA 90071  
Telephone: (213) 633-6800  
Fax: (213) 633-6899

*Counsel for Defendant  
Walmart Inc.*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

EDIE GOLIKOV, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

WALMART INC.,

Defendant.

Case No. 2:24-cv-08211-RGK-MAR

**DECLARATION OF JACOB M.  
HARPER IN SUPPORT OF  
WALMART'S OPPOSITION TO  
PLAINTIFF'S MOTION FOR  
CLASS CERTIFICATION**

Date: February 10, 2025  
Time: 9:00 am  
Location: Courtroom 850

Assigned to the Hon. R. Gary Klausner

*[Opposition; Declaration of Walmart's  
Avocado Oil Supplier; Objections to  
Declarations of Richard Lyon and  
Thomas Maronick; and Proposed Order  
filed concurrently]*

Compl. filed: September 24, 2024

**DECLARATION OF JACOB M. HARPER**

I, Jacob M. Harper, declare and state as follows:

1. I am a partner with the law firm of Davis Wright Tremaine LLP, counsel for defendant Walmart Inc. (Walmart) in this matter. I make this declaration in support of Walmart's Opposition to Plaintiff Edie Golikov's Motion For Class Certification. I have personal knowledge of the facts set forth in this declaration, and if called as a witness, I could and would competently testify to them.

2. The parties held their Rule 26(f) conference on January 2, 2025. Before filing her Motion for Class Certification, counsel for Ms. Golikov did not disclose: (a) her expert witness, Thomas Maronick, or the consumer study he conducted; (b) the laboratory testing attached to her counsel Richard Lyon's declaration or his testimony interpreting the testing; (c) Mr. Lyon's declaration testimony regarding damages; or (d) Ms. Golikov's declaration testimony.

3. Before January 9, 2025 when Ms. Golikov (re-)filed her Motion for Class Certification, none of her counsel at Dovel & Luner (or anywhere else) had met and conferred "to discuss thoroughly ... the substance of the contemplated motion [for class certification] and any potential resolution" as required under Local Rule 7-3.

4. After the Court issued an order that Ms. Golikov's brief failed to contain the certification of compliance under Local Rule 7-3, Ms. Golikov's counsel added a statement contending she complied with Local Rule 7-3, by conferring "many times ... over the past several months, including over Zoom on December 19, 2024 and January 2, 2025." (Notice of Motion, ECF 36 at vi.) She also claimed her counsel conferred on January 9, 2025. (*Id.*) Although I had conferred with her counsel Stephen Andrews a few times in the last few months, we never discussed the substance of their anticipated motion for class certification. In particular, the December 19, 2024 call was about a stipulation to extend the

1 deadline for a class certification motion, and the January 2, 2025 call was the  
2 parties' Rule 26(f) conference. The parties did not discuss the substance of the  
3 class certification motion in either instance. The claimed January 9, 2025  
4 correspondence was an email from Ms. Golikov's counsel requesting that Walmart  
5 "confirm" it "opposed" the motion without discussing the bases of its motion or  
6 potential resolution. I responded, "Yes, we oppose. And we are still reviewing the  
7 bases." The filing of the motion for class certification itself constituted the first  
8 time I, or any other counsel for Walmart in this matter, had been made aware of any  
9 basis, evidence, or other matters involving Ms. Golikov's motion for class  
10 certification. If I or my team had known about these bases before the day of filing,  
11 we would have had an opportunity to serve discovery and deposition notices and  
12 otherwise prepare an opposition with more than nine days. Attached as **Exhibit 1** is  
13 a true and correct copy of the January 9, 2025 email correspondence between  
14 myself and Ms. Golikov's counsel.

15 5. Upon receiving Ms. Golikov's filed motion for class certification (on  
16 January 10, 2025), my office served (a) (by overnight mail and email) a Notice of  
17 Deposition for both Ms. Golikov's deposition to take place on January 15, 2025;  
18 and (b) (by email) a subpoena and Notice of Deposition on Ms. Golikov's counsel,  
19 Richard Lyon, to take place on January 16, 2025. We sought Mr. Lyon's deposition  
20 specifically to depose him regarding the testimony he provided in support of the  
21 Motion for Class Certification, purporting to interpret and authenticate new testing  
22 results, and about damages. Mr. Lyon advised that no depositions would be going  
23 forward before Walmart's Opposition became due (on January 17). Both Ms.  
24 Golikov and Mr. Lyon failed to appear at their noticed depositions, though neither  
25 had served objections or obtained a protective order. Attached as **Exhibit 2** is true  
26 and correct copy of the Notice of Deposition served on Ms. Golikov on January 10,  
27 2025, and attached as **Exhibit 3** is the Notice of Deposition and Subpoena my  
28 office sent to Richard Lyon on January 10, 2025, both with proof of service.

1 Attached as **Exhibits 4** and **5** are true and correct copies of the transcripts of Ms.  
2 Golikov and Mr. Lyon's non-appearances at their January 15, 2025 and January 16,  
3 2025 depositions.

4 6. Also upon receiving Ms. Golikov's filed motion for class certification,  
5 my office prepared subpoenas for depositions and documents for (1) Ms. Golikov's  
6 previously undisclosed expert witness Thomas Maronick, who submitted a  
7 declaration in support of the Motion for Class Certification; and (2) Ceutical  
8 Laboratories, Inc., the laboratory who conducted the previously-undisclosed testing  
9 that Ms. Golikov submitted in support of her Motion for Class Certification. My  
10 office served the subpoena on Thomas Maronick on January 14, 2025. A true and  
11 correct copy of the subpoena served on Maronick, with proof of service, is attached  
12 as **Exhibit 6**. My office began attempting service of the subpoena on Ceutical  
13 Laboratories, Inc. on January 14, but was unable to serve until January 17, 2025. A  
14 true and correct copy of the subpoena served on Ceutical Laboratories, Inc., with  
15 proof of service, is attached as **Exhibit 7**.



7. Attached as **Exhibit 8** is a true and correct copy of Walmart.com's Terms of Use, obtained from the Walmart website at <https://www.walmart.com/help/article/walmart-com-terms-of-use/3b75080af40340d6bbd596f116fae5a0> (last visited January 17, 2025). Below is a true and correct copy of an excerpt of the "Disputes, Arbitration, and Applicable Law" provision from Walmart.com's Terms of Use:

## **20. Disputes, Arbitration, and Applicable Law**

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

### **1. Arbitration Agreement.**

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, YOU AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND WALMART, INCLUDING ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY WALMART OR THE WALMART ENTITIES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND WALMART AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. This paragraph may be referred to as the Arbitration Agreement in these Terms of Use.

### **2. Class Action and Mass Action Waiver.**

YOU AND WALMART AGREE THAT ANY ARBITRATION REQUIRED BY THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. You and Walmart each agree to waive the right to have any dispute or claim subject to the Arbitration Agreement brought, heard, administered, resolved, or arbitrated as a class arbitration, class action, collective action, or Mass Action to the maximum extent permitted by law. "Mass Action" means a situation in which a party is represented by a law firm or other representative, or a collection of law firms or other representatives, that has initiated more than one hundred (100) arbitration Demands with common questions of law or fact against Walmart within 180 days of initiating your arbitration Demand. This paragraph may be referred to as the "Class Action and Mass Action Waiver" in these Terms of Use. Nothing in these Terms of Use precludes you from bringing issues to the attention of federal, state, or local government agencies and, if the applicable law allows, such agencies may seek relief against Walmart for you.

8. On January 17, 2025, I advised Ms. Golikov's counsel that Walmart will file an Application to seal the supplier's identifying information in the Declaration of Walmart's Avocado Oil Supplier. Ms. Golikov's counsel confirmed that she did not oppose our sealing of this information.

\\

1 I declare under penalty of perjury under the laws of the United States that the  
2 foregoing is true and correct to the best of my knowledge and belief.

3 Executed this 17th day of January 2025, at Culver City, California.

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Jacob M. Harper

# EXHIBIT 1

**Canner, Heather**

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**From:** Harper, Jacob  
**Sent:** Thursday, January 9, 2025 4:04 PM  
**To:** Stephen Andrews; Elie-Meyers, Joseph; Rick Lyon  
**Cc:** Canner, Heather  
**Subject:** RE: Golikov - meet and confer re: motion to dismiss FAC

Yes, we oppose. And we are still reviewing the bases. But more important, yes, please stay safe and hope you are all well.

**Jacob Harper****Partner, Davis Wright Tremaine LLP**

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**P** 213.633.6863 **E** [jharper@dwt.com](mailto:jharper@dwt.com)**A** 350 South Grand Avenue, 27th Floor, Los Angeles, CA 90071**DWT.COM**

---

**From:** Stephen Andrews <[stephen@dovel.com](mailto:stephen@dovel.com)>  
**Sent:** Thursday, January 9, 2025 4:02 PM  
**To:** Elie-Meyers, Joseph <[JosephElieMeyers@dwt.com](mailto:JosephElieMeyers@dwt.com)>; Rick Lyon <[rick@dovel.com](mailto:rick@dovel.com)>  
**Cc:** Harper, Jacob <[JHarper@dwt.com](mailto:JHarper@dwt.com)>; Canner, Heather <[HeatherCanner@dwt.com](mailto:HeatherCanner@dwt.com)>  
**Subject:** RE: Golikov - meet and confer re: motion to dismiss FAC

[EXTERNAL]

We agree. Relatedly, the Court noted that our motion didn't meet the M&C requirements. Based on our previous conversations, we assume you oppose—can you please confirm? Given the state of emergency in Santa Monica and throughout much of the city, we will assume you continue to oppose if we don't hear from you.

Hope everyone is well and staying safe.

---

**From:** Elie-Meyers, Joseph <[JosephElieMeyers@dwt.com](mailto:JosephElieMeyers@dwt.com)>  
**Sent:** Tuesday, January 7, 2025 11:07 AM  
**To:** Rick Lyon <[rick@dovel.com](mailto:rick@dovel.com)>; Stephen Andrews <[stephen@dovel.com](mailto:stephen@dovel.com)>  
**Cc:** Harper, Jacob <[JHarper@dwt.com](mailto:JHarper@dwt.com)>; Canner, Heather <[HeatherCanner@dwt.com](mailto:HeatherCanner@dwt.com)>  
**Subject:** Golikov - meet and confer re: motion to dismiss FAC

Hi Rick and Stephen,

Hope you're well. As you know, our deadline to respond to the FAC is 1/13. We intend to move to dismiss the FAC in full, on grounds that are substantially similar to those explained in our first MTD. There will be some changes to address your amendments, particularly (1) the replacement of the word "impure" with "adulterated" and (2) the addition of new language about the U.C. Davis tests. While we are happy to schedule a call this week to confer further, we don't think it is necessary given our prior conferral and the relatively minor changes on both sides.

Please let us know if you agree this email is sufficient, or if you would like to find time to confer this week.

Regards,

Joseph



**Joseph Elie-Meyers** He/Him/His  
**Associate** | Davis Wright Tremaine LLP

**P** 213.655.9611 **E** josepheliemeyers@dwt.com

**A** 350 South Grand Avenue, 27th Floor, Los Angeles, CA 90071

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[DWT.COM](https://www.dwt.com)

[in](#) [X](#)

# EXHIBIT 2

1 Jacob M. Harper (SBN 259463)  
2 *jacobharper@dwt.com*  
3 Heather F. Canner (SBN 292837)  
4 *heathercanner@dwt.com*  
5 Joseph Elie-Meyers (SBN 325183)  
6 *josepheliemeyers@dwt.com*  
7 DAVIS WRIGHT TREMAINE LLP  
8 350 South Grand Avenue, 27th Floor  
9 Los Angeles, CA 90071  
10 Telephone: (213) 633-6800  
11 Fax: (213) 633-6899

12 *Counsel for Defendant*  
13 *Walmart Inc.*

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

EDIE GOLIKOV, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

WALMART INC.,

Defendant.

Case No. 2:24-cv-08211-RGK-MAR

**DEFENDANT WALMART INC.'S  
NOTICE OF DEPOSITION OF  
PLAINTIFF EDIE GOLIKOV**

Date: January 15, 2025  
Time: 9:00 a.m. PST  
Location: Davis Wright Tremaine  
350 South Grand Ave  
27th Floor  
Los Angeles, CA 90071



**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that beginning at 9:00 a.m. PST on January 15, 2025, Defendant Walmart Inc. (Walmart) will take the deposition of Plaintiff Edie Golikov (Plaintiff) pursuant to Federal Rules of Civil Procedure 26 and 30. The deposition shall be conducted at the law firm of Davis Wright Tremaine LLP, 350 South Grand Avenue, 27<sup>th</sup> Floor, Los Angeles, California 90071.

Said deposition will be taken before a certified court reporter or other person authorized to administer oaths, will be videotaped, and the deponent's testimony will be recorded by stenographic method, through the instant visual display of the testimony. If the deposition is not completed on the dates set forth above, the taking of the deposition will continue at the same place on another date or dates, pursuant to the mutual convenience of the parties, until completed.

Walmart reserves the right to present the deposition recording at trial.

Dated: January 10, 2025

DAVIS WRIGHT TREMAINE LLP

Jacob M. Harper  
Heather F. Canner  
Joseph Elie-Meyers  
Joby Celoza

By: /s/Jacob M. Harper  
Jacob M. Harper

*Attorneys for Defendant  
Walmart Inc.*

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 350 South Grand Avenue, 27th Floor, Los Angeles, California 90071.

On January 10, 2025, I served the document described as “**DEFENDANT WALMART INC.’S NOTICE OF DEPOSITION OF EDIE GOLIKOV**” upon the interested parties in this action addressed as follows:

**PLEASE SEE ATTACHED SERVICE LIST**

  X   (VIA OVERNIGHT U.S. FIRST CLASS MAIL) I placed such envelope(s) with postage thereon fully prepaid for deposit in the United States Mail in accordance with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service. I am familiar with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service, which practice is that when correspondence is deposited with the Davis Wright Tremaine LLP, personnel responsible for delivering correspondence to the United States Postal Service, such correspondence is delivered to the United States Postal Service that same day in the ordinary course of business.

  X   (VIA FEDERAL EXPRESS) I placed such envelope(s) with postage thereon fully prepaid for deposit with Federal Express for overnight delivery in accordance with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with Federal Express. I am familiar with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with Federal Express, which practice is that when correspondence is deposited with the Davis Wright Tremaine LLP, personnel responsible for delivering correspondence to Federal Express, such correspondence is delivered to Federal Express that same day in the ordinary course of business.

1 I declare under penalty of perjury under the laws of the United States of America  
2 that the foregoing is true and correct and that I am employed in the office of a  
3 member of the bar of this Court at whose direction the service was made.

4 Executed on January 10, 2025, Los Angeles, California.

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6 BIANCA CERVANTES  
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**ATTACHED SERVICE LIST**

1  
2  
3 Richard Lyon (Cal. Bar No. 229288)  
4 *rick@dovel.com*  
5 Stephen D. Andrews (Cal. Bar No. 354327)  
6 *stephen@dovel.com*  
7 Christin Cho (Cal. Bar No. 238173)  
8 *christin@dovel.com*  
9 **DOVEL & LUNER, LLP**  
10 201 Santa Monica Blvd., Suite 600  
11 Santa Monica, California 90401  
12 Telephone: (310) 656-7066  
13 Facsimile: (310) 656-7069  
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# EXHIBIT 3

1 Jacob M. Harper (SBN 259463)  
2 *jacobharper@dwt.com*  
3 Heather F. Canner (SBN 292837)  
4 *heathercanner@dwt.com*  
5 Joseph Elie-Meyers (SBN 325183)  
6 *josepheliemeyers@dwt.com*  
7 DAVIS WRIGHT TREMAINE LLP  
8 350 South Grand Avenue, 27th Floor  
9 Los Angeles, CA 90071  
10 Telephone: (213) 633-6800  
11 Fax: (213) 633-6899

12 *Counsel for Defendant*  
13 *Walmart Inc.*

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

EDIE GOLIKOV, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

WALMART INC.,

Defendant.

Case No. 2:24-cv-08211-RGK-MAR

**DEFENDANT WALMART INC.'S  
NOTICE OF DEPOSITION OF  
RICK LYON, ESQ.**

Date: January 16, 2025  
Time: 9:00 a.m. PST  
Location: Davis Wright Tremaine  
350 South Grand Ave  
27th Floor  
Los Angeles, CA 90071

**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that beginning at 9:00 a.m. PST on January 16, 2025, Defendant Walmart Inc. (Walmart) will take the deposition of Rick Lyon, Esq. pursuant to Federal Rules of Civil Procedure 26, 30, and 45. The deposition shall be conducted at the law firm of Davis Wright Tremaine LLP, 350 South Grand Avenue, 27<sup>th</sup> Floor, Los Angeles, California 90071.

Said deposition will be taken before a certified court reporter or other person authorized to administer oaths, will be videotaped, and the deponent's testimony will be recorded by stenographic method, through the instant visual display of the testimony. If the deposition is not completed on the dates set forth above, the taking of the deposition will continue at the same place on another date or dates, pursuant to the mutual convenience of the parties, until completed.

Walmart reserves the right to present the deposition recording at trial.

Dated: January 10, 2025

DAVIS WRIGHT TREMAINE LLP

Jacob M. Harper  
Heather F. Canner  
Joseph Elie-Meyers  
Joby Celoza

By: /s/Jacob M. Harper  
Jacob M. Harper

*Attorneys for Defendant  
Walmart Inc.*



UNITED STATES DISTRICT COURT

for the

CENTRAL DISTRICT OF CALIFORNIA

EDIE GOLIKOV, individually and on behalf of all other  
similarly situated,

*Plaintiff*

v.

WALMART INC.,

*Defendant*

Civil Action No. 2:24cv08211

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To:

Rick Lyon, Dovel & Luner, LLP, 201 Santa Monica Blvd., Suite 600, Santa Monica, California 90401

*(Name of person to whom this subpoena is directed)*

☒ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

Place: Davis Wright Tremaine LLP, 350 S. Grand Street, 27 <sup>th</sup> Fl., Los Angeles, California 90071 Phone: (213) 633-6800	Date and Time: January 16, 2025 at 9:00 a.m. PST
--	---

The deposition will be recorded by this method: Court Reporter and/or Videographer

☐ Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 10, 2025

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* WALMART INC.

, who issues or requests this subpoena, are:

Jacob M. Harper (SBN 259463); Heather F. Canner (SBN 292837); Joseph Elie-Meyers (SBN 325183)

DAVIS WRIGHT TREMAINE LLP, 350 S. Grand Street, 27<sup>th</sup> Fl., Los Angeles, CA 90071; Phone: (213)633-6800

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

4922-8682-3694v.1 0031150-000339

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 350 South Grand Avenue, 27th Floor, Los Angeles, California 90071.

On January 10, 2025, I served the document described as “**DEFENDANT WALMART INC.’S NOTICE OF DEPOSITION OF RICK LYON**” upon the interested parties in this action addressed as follows:

**PLEASE SEE ATTACHED SERVICE LIST**

  X   (VIA OVERNIGHT U.S. FIRST CLASS MAIL) I placed such envelope(s) with postage thereon fully prepaid for deposit in the United States Mail in accordance with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service. I am familiar with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service, which practice is that when correspondence is deposited with the Davis Wright Tremaine LLP, personnel responsible for delivering correspondence to the United States Postal Service, such correspondence is delivered to the United States Postal Service that same day in the ordinary course of business.

  X   (VIA FEDERAL EXPRESS) I placed such envelope(s) with postage thereon fully prepaid for deposit with Federal Express for overnight delivery in accordance with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with Federal Express. I am familiar with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with Federal Express, which practice is that when correspondence is deposited with the Davis Wright Tremaine LLP, personnel responsible for delivering correspondence to Federal Express, such correspondence is delivered to Federal Express that same day in the ordinary course of business.   X

1 I declare under penalty of perjury under the laws of the United States of America  
2 that the foregoing is true and correct and that I am employed in the office of a  
3 member of the bar of this Court at whose direction the service was made.

4 Executed on January 10, 2025, Los Angeles, California.

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**ATTACHED SERVICE LIST**

Richard Lyon (Cal. Bar No. 229288)  
*rick@dovel.com*  
Stephen D. Andrews (Cal. Bar No. 354327)  
*stephen@dovel.com*  
Christin Cho (Cal. Bar No. 238173)  
*christin@dovel.com*  
**DOVEL & LUNER, LLP**  
201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
Telephone: (310) 656-7066  
Facsimile: (310) 656-7069

# EXHIBIT 4

**In the Matter Of:**

EDIE GOLIKOV vs WALMART INC., 2:24-cv-08211-RGK-MAR

2:24-cv-08211-RGK-MAR

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EDIE GOLIKOV

January 15, 2025

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EDIE GOLIKOV vs WALMART INC., 2:24-cv-08211-RGK-MAR  
2:24-cv-08211-RGK-MAR, 01/15/2025 CERTIFIED COPY

EDIE GOLIKOV

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

EDIE GOLIKOV, individually and on )  
behalf of all others similarly )  
situated, )

Plaintiff, )

vs. )

WALMART, INC. )

Defendant. )  
\_\_\_\_\_ )

Case No. 2:24-  
cv-08211-RGK-MAR

**CERTIFIED COPY**

CERTIFICATE OF NON-APPEARANCE FOR  
DEPOSITION OF EDIE GOLIKOV

Wednesday, January 15, 2025

9:00 a.m.

350 South Grand Avenue, 27th Floor

Los Angeles, California 90071

REPORTED BY:  
Jorge P. Dominguez,  
CSR No. 12523, RPR  
JOB NO: 212627



1 APPEARANCES:

2 For Defendant Walmart, Inc.:

3 Davis, Wright, Tremaine  
4 BY: Daniel Imakyure, Esq.  
5 350 South Grand  
6 27th Floor  
7 Los Angeles, California 90071  
8 (213) 633-6800  
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EDIE GOLIKOV vs WALMART INC., 2:24-cv-08211-RGK-MAR  
2:24-cv-08211-RGK-MAR, 01/15/2025 CERTIFIED COPY

EDIE GOLIKOV  
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EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
1	Defendant Wal-Mart Inc.'s Notice of Deposition of Plaintiff Edie Golikov	5

1 State Of California )  
2 County of Los Angeles )  
3 \_\_\_\_\_ )

4 I, Jorge P. Dominguez, a Certified  
5 Shorthand Reporter, in and for the State of  
6 California, Certificate No. 12523, do hereby declare:

7 That pursuant to the notice of Davis  
8 Wright Tremaine, LLP, appearing on behalf of the  
9 Defendant Walmart, Inc, I did appear at 350 South  
10 Grand Avenue, 27th Floor, Los Angeles, 90071, at 9:00  
11 a.m., on Wednesday, January 15, 2025, for the purpose  
12 of placing under oath and reporting the deposition of  
13 Edie Golikov;

14 That there were present Daniel Imakyure,  
15 Esq.;

16 That the above person, including the  
17 reporter, remained at the address indicated above  
18 until 9:32 a.m., by which time the aforementioned  
19 witness had not appeared for the purpose of having his  
20 deposition taken, and the following record was made:

21 MR. IMAKYURE: My name is Daniel Imakyure. I  
22 represent Defendant WalMart, Inc. This is to be the  
23 deposition of Edie Golikov, taken pursuant to Rules  
24 26 and 30 of the Federal Rules of Civil Procedure, in  
25 the case of 2:24-cv-08211, pending in the Central

1 District of California.

2 I am introducing a document titled  
3 Defendant Wal-Mart Inc.'s Notice of Deposition of  
4 Plaintiff Edie Golikov as Exhibit 1.

5 This notice, which duly notices  
6 Mr. Golikov's deposition at 9:00 a.m. Pacific Time on  
7 January 15th, 2025, was served January 10th, 2025.

8 It is now 9:32 a.m. Pacific Time on  
9 January 15th, 2025, and neither Mr. Golikov nor his  
10 counsel have appeared.

11 With that, I am terminating the  
12 deposition.

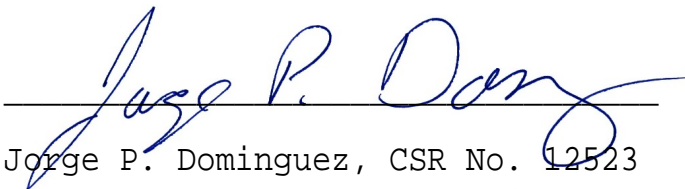
13 (Exhibit 1 was marked for identification.)

14 (The proceeding was concluded  
15 at 9:33.)  
16  
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1 I do further certify that I am a disinterested  
2 person and am in no way interested in the outcome of this  
3 action or connected with or related to any of the parties in  
4 this action or to their respective counsel.

5 In witness whereof, I have subscribed my  
6 name.

7 Dated: January 15, 2025

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12 Jorge P. Dominguez, CSR No. 12523  
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EDIE GOLIKOV vs WALMART INC., 2:24-cv-08211-RGK-MAR  
2:24-cv-08211-RGK-MAR, 01/15/2025 CERTIFIED COPY

EDIE GOLIKOV  
Index: 1..JOB

<b>Exhibits</b>	<b>action</b> 6:3,4	<b>DESCRIPTION</b> 3:4
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<b>1</b>	<b>aftermentioned</b> 4:18	<b>District</b> 1:1,2 5:1
<b>1</b> 3:5 5:4,13	<b>Angeles</b> 1:19 2:5 4:2,10	<b>DIVISION</b> 1:3
<b>10th</b> 5:7	<b>APPEARANCES</b> 2:1	<b>document</b> 5:2
<b>12523</b> 1:24 4:6 6:12	<b>appeared</b> 4:19 5:10	<b>Dominguez</b> 1:23 4:4 6:12
<b>15</b> 1:16 4:11 6:7	<b>appearing</b> 4:8	<b>duly</b> 5:5
<b>15th</b> 5:7,9	<b>Avenue</b> 1:18 4:10	<b>E</b>
<b>2</b>	<b>B</b>	<b>Edie</b> 1:5,14 3:5 4:13,23 5:4
<b>2025</b> 1:16 4:11 5:7,9 6:7	<b>behalf</b> 1:5 4:8	<b>Esq</b> 2:4 4:15
<b>212627</b> 1:24	<b>C</b>	<b>exhibit</b> 3:4 5:4,13
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<b>2:24-cv-08211</b> 4:25	<b>Certified</b> 4:4	<b>G</b>
<b>3</b>	<b>certify</b> 6:1	<b>Golikov</b> 1:5,14 3:5 4:13,23 5:4,9
<b>30</b> 4:24	<b>Civil</b> 4:24	<b>Golikov's</b> 5:6
<b>350</b> 4:9	<b>concluded</b> 5:14	<b>Grand</b> 1:18 2:4 4:10
<b>5</b>	<b>connected</b> 6:3	<b>I</b>
<b>5</b> 3:5	<b>counsel</b> 5:10 6:4	<b>identification</b> 5:13
<b>9</b>	<b>County</b> 4:2	<b>Imakyure</b> 2:4 4:14,21
<b>90071</b> 1:19 2:5 4:10	<b>COURT</b> 1:1	<b>Inc.'s</b> 3:5 5:3
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<b>9:32</b> 4:18 5:8	<b>cv-08211-rgk-mar</b> 1:9	<b>INDEX</b> 3:1
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<b>a.m.</b> 1:17 4:11,18 5:6,8	<b>Dated</b> 6:7	<b>introducing</b> 5:2
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	<b>declare</b> 4:6	<b>January</b> 1:16 4:11 5:7,9 6:7
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EDIE GOLIKOV vs WALMART INC., 2:24-cv-08211-RGK-MAR  
2:24-cv-08211-RGK-MAR, 01/15/2025 CERTIFIED COPY

EDIE GOLIKOV  
Index: Jorge..Wright

<b>Jorge</b> 1:23 4:4 6:12	<b>REPORTED</b> 1:23	
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<hr/>	<b>represent</b> 4:22	
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<b>Los</b> 1:19 2:5 4:2,10	<b>RPR</b> 1:24	
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<b>M</b>	<hr/>	
<hr/>	<b>S</b>	
<b>made</b> 4:20	<hr/>	
<b>marked</b> 5:13	<b>served</b> 5:7	
<hr/>	<b>Shorthand</b> 4:5	
<b>N</b>	<b>similarly</b> 1:5	
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<hr/>	<b>subscribed</b> 6:5	
<b>O</b>	<hr/>	
<hr/>	<b>T</b>	
<b>oath</b> 4:12	<hr/>	
<b>outcome</b> 6:2	<b>terminating</b> 5:11	
<hr/>	<b>time</b> 4:18 5:6,8	
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<hr/>	<b>Tremaine</b> 2:3 4:8	
<b>Pacific</b> 5:6,8	<hr/>	
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<b>pending</b> 4:25	<hr/>	
<b>person</b> 4:16 6:2	<b>UNITED</b> 1:1	
<b>placing</b> 4:12	<hr/>	
<b>Plaintiff</b> 1:7 3:5 5:4	<b>W</b>	
<b>present</b> 4:14	<hr/>	
<b>Procedure</b> 4:24	<b>Wal-mart</b> 3:5 5:3	
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<b>pursuant</b> 4:7,23	<b>WESTERN</b> 1:3	
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<b>R</b>	<b>Wright</b> 2:3 4:8	
<hr/>		
<b>record</b> 4:20		
<b>related</b> 6:3		
<b>remained</b> 4:17		



# EXHIBIT 5

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 EDIE GOLIKOV, INDIVIDUALLY )  
5 AND ON BEHALF OF ALL OTHERS )  
6 SIMILARLY SITUATED, )  
7 Plaintiff, ) NO. 2:24-CV-08211-RGK-MAR  
8 vs. )  
9 WALMART INC., )  
10 Defendant. )  
11 \_\_\_\_\_ )  
12

13 REPORTER'S TRANSCRIPT OF PROCEEDINGS  
14 RE NONAPPEARANCE OF RICK LYON, ESQ.

15 THURSDAY, JANUARY 16, 2025

16 9:30 a.m.

17  
18  
19 DAVIS WRIGHT TREMAINE, LLP  
20 350 South Grand Avenue, 27th Floor  
21 Los Angeles, CA 90071  
22

23 REPORTED BY:  
24 Christine Kwon-Chang  
25 CSR NO. 12143, RPR, CRR  
JOB NO. 212628

1 APPEARANCES:

2 For Defendant:

3 DAVIS WRIGHT TREMAINE, LLP  
4 BY: DANIEL IMAKYURE, ESQ.  
5 Los Angeles, CA 90071  
6 213.633.6800  
7 danielimakyure@dwt.com  
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I N D E X

EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
1	Document entitled "Defendant Walmart Inc.'s Notice of Deposition of Rick Lyon, Esq."	4

1 LOS ANGELES, CALIFORNIA;

2 THURSDAY, JANUARY 16, 2025, 9:30 A.M.

3  
4 **MR. IMAKYURE:** My name is Daniel Imakyure. I  
5 represent Defendant Walmart.

6 This was to be the deposition of Rick  
7 Lyon taken pursuant to Rules 26 and 30 -- Rules 26 and  
8 30 of the Federal Rules of Civil Procedure in the case  
9 2:24-cv-08211 pending in the Central District of  
10 California.

11 I'm introducing a document titled  
12 "Defendant Walmart Inc.'s Notice of Deposition of  
13 Plaintiff Rick Lyon" as Exhibit 1, the notice which  
14 duly notices Mr. Lyon's deposition at 9:00 a.m.  
15 Pacific Time on January 16th, 2025, was served on  
16 January 10th, 2025.

17  
18 (Exhibit 1 was marked for  
19 identification.)  
20

21 **MR. IMAKYURE:** It is now 9:31 a.m. Pacific Time  
22 on January 16th, 2025, and neither Mr. Lyon nor his  
23 counsel have appeared, and with that, I am terminating  
24 the deposition.  
25

(Whereupon, at 9:32 a.m.,  
the proceedings were concluded.)

--o0o--

1 STATE OF CALIFORNIA )  
2 )  
3 COUNTY OF LOS ANGELES )  
4

5 I, Christine Kwon-Chang, a Certified  
6 Shorthand Reporter, in and for the State of  
7 California, Certificate No. 12143, do hereby  
8 declare:


9 That pursuant to the notice of Jacob  
10 M. Harper, Esq., with Daniel Imakyure, Esq.  
11 appearing in person on behalf of Defendant, I did  
12 appear in person at Davis Wright Tremaine, LLP, 350  
13 South Grand Avenue, 27th Floor, Los Angeles, CA  
14 90071, at 9:00 a.m., on Thursday, January 16, 2025,  
15 for the purpose of placing under oath and reporting  
16 the in-person deposition of Rick Lyon, Esq.;

17 That the above person, including the  
18 reporter, remained at the address indicated above  
19 until 9:30 a.m., by which time the aforementioned  
20 witness had not appeared for the purpose of having  
21 his in-person deposition taken.

22 I do further certify that I am a  
23 disinterested person and am in no way interested in  
24 the outcome of this action or connected with or  
25 related to any of the parties in this action or to  
their respective counsel.

1 In witness hereof, I have subscribed  
2 my name.

3  
4  
5 Dated: January 16, 2025

6   
7 \_\_\_\_\_  
8 Christine Kwon-Chang  
9 CSR No. 12143, RPR, CRR  
10  
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# EXHIBIT 6

1 Jacob M. Harper (SBN 259463)  
2 *jacobharper@dwt.com*  
3 Heather F. Canner (SBN 292837)  
4 *heathercanner@dwt.com*  
5 Joseph Elie-Meyers (SBN 325183)  
6 *josepheliemeyers@dwt.com*  
7 DAVIS WRIGHT TREMAINE LLP  
8 350 South Grand Avenue, 27th Floor  
9 Los Angeles, CA 90071  
10 Telephone: (213) 633-6800  
11 Fax: (213) 633-6899

12 *Counsel for Defendant*  
13 *Walmart Inc.*

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

EDIE GOLIKOV, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

WALMART INC.,

Defendant.

Case No. 2:24-cv-08211-RGK-MAR

**DEFENDANT WALMART INC.'S  
NOTICE OF DEPOSITION OF  
THOMAS MARONICK**

Date: February 13, 2025  
Time: 9:00 a.m. CST  
Location: Davis Wright Tremaine  
1301 K St. NW  
Suite 500  
Washington, D.C., 20005

**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that Defendant Walmart Inc. (Walmart) will serve the attached Deposition Subpoena for Personal Appearance and Production of Documents (the Deposition Subpoena) on Thomas Maronick, 5911 Charlesmead Road, Baltimore, Maryland 21212, and demand that he sit for deposition beginning at 9:00 a.m. EST on February 13, 2025, pursuant to Federal Rules of Civil Procedure 26, 30, and 45. The deposition shall be conducted at Davis Wright Tremaine LLP, 1301 K St. NW, Suite 500, Washington, D.C. 20005.

Said deposition will be taken before a certified court reporter or other person authorized to administer oaths, will be videotaped, and the deponent's testimony will be recorded by stenographic method, through the instant visual display of the testimony. If the deposition is not completed on the dates set forth above, the taking of the deposition will continue at the same place on another date or dates, pursuant to the mutual convenience of the parties, until completed.

Walmart reserves the right to present the deposition recording at trial.

**NOTICE IS FURTHER GIVEN** that Mr. Maronick is required to produce at the deposition the records described in Attachment A of the Deposition Subpoena. Attached hereto as Exhibit 1 is a copy of the Deposition Subpoena.

Dated: January 14, 2025

DAVIS WRIGHT TREMAINE LLP

Jacob M. Harper  
Heather F. Canner  
Joseph Elie-Meyers  
Joby Celoza

By: /s/Jacob M. Harper  
Jacob M. Harper

*Attorneys for Defendant  
Walmart Inc.*

UNITED STATES DISTRICT COURT

for the

CENTRAL DISTRICT OF CALIFORNIA

EDIE GOLIKOV, individually and on behalf of all other  
similarly situated,

*Plaintiff*

v.

WALMART INC.,

*Defendant*

Civil Action No. 2:24cv08211

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To:

Thomas Maronick, 5911 Charlesmead Road, Baltimore, Maryland 21212

*(Name of person to whom this subpoena is directed)*

☒ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

Place: Davis Wright Tremaine LLP 1301 K St. NW Suite 500 Washington, D.C., 20005 Phone: (213) 633-6800	Date and Time: February 13, 2025 at 9:00 a.m. PST
---	--

The deposition will be recorded by this method: Court Reporter and/or Videographer

☒ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material: **See attached Exhibit A.**

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 14, 2025

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* WALMART INC.

, who issues or requests this subpoena, are:

Jacob M. Harper (SBN 259463); Heather F. Canner (SBN 292837); Joseph Elie-Meyers (SBN 325183)

DAVIS WRIGHT TREMAINE LLP, 350 S. Grand Street, 27<sup>th</sup> Fl., Los Angeles, CA 90071; Phone: (213)633-6800

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**ATTACHMENT A**

Pursuant to Fed. R. Civ. P. 45(a), Thomas Maronick is commanded to produce the following designated documents on or before **9:00 a.m. EST** on **February 13, 2025**, to the offices of Davis Wright Tremaine LLP, 1301 K St. NW, Suite 500, Washington, D.C. 20005; electronically by email to [jharper@dwtt.com](mailto:jharper@dwtt.com); or via other agreed means such as FTP, Dropbox, or the like.

**DEFINITIONS**

Any term not defined shall have the meanings given to them in common usage within the context in which they are used.

1. **“You,” “Your,” or “Deponent”** means Thomas Maronick and his representatives, officers, employees, managers, attorneys, and other agents.
2. **“Walmart”** means Defendant Walmart Inc. and its representatives, officers, employees, managers, attorneys, and other agents.
3. **“Communication” or “Communications”** means any transmission of information, the information transmitted and any process by which information is transmitted, and includes, but is not limited to, meetings, personal conferences, telephone conferences, memoranda, notes, letters, text messages, voicemails, calendar entries, emails, messages through an internet platform (e.g., Facebook, LinkedIn, Twitter, Instagram, Reddit, WhatsApp, Signal, Telegram, TikTok, YouTube, Snapchat, Pinterest), postings on forums or other websites, and other written, electronic and oral communications.
4. **“Document” or “Documents”** means and includes handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of **communication** or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

1           5.     **“Refer or relate to”** means and includes constituting, containing,  
2     embodying, evidencing, reflecting, identifying, incorporating, alluding to,  
3     responding to, connected with, commenting on, with respect to, in connection with,  
4     arising from, about, regarding, discussing, showing, describing, mentioning,  
5     analyzing, or in any way pertaining to, whether the reference or relationship  
6     provides support for, or contradicts, any alleged fact or conclusion that is the object  
7     of such reference or relationship.

8           6.     **“Lawsuit”** means the action captioned *Edie Golikov v. Walmart Inc.* in  
9     the United States District Court for the Central District of California, Case No.  
10    2:24-cv-08211-RGK-MAR.

11                     **DOCUMENTS TO BE PRODUCED BY DEPONENT**

12           1.     All documents which the Deponent relied on or will rely on to  
13     formulate any expert opinions or analyses relating to this case.

14           2.     All correspondence and other documents sent or received by Deponent  
15     from any source concerning this case.

16           3.     All opinions, notes, reports, analyses, documents and correspondence  
17     prepared by Deponent for or regarding this case.

18           4.     All opinions, notes, reports, document, and correspondence reflecting  
19     any analysis or opinions of Deponent regarding this case.

20           5.     All exhibits or items of demonstrative evidence the Deponent may or  
21     will testify about at trial in this case.

22           6.     All documents that constitute, reflect, or reference *Curriculum Vitaes*,  
23     resumes, biographies, or other documents relating to Deponent’s qualifications as  
24     an expert in this case.

25           7.     All documents which reflect the qualifications, experience, education  
26     and/or training that Deponent possesses, and on which Deponent or Plaintiffs intend  
27     to rely in qualifying Deponent as an expert in this case.  
28

1 8. A list of each case in the last 10 years in which the Deponent has  
2 provided an expert opinion for Plaintiffs and/or their attorneys in this case.

3 9. A list of each case in the last 5 years in which Deponent testified as an  
4 expert at trial, deposition or in arbitration, including the party for whom Deponent  
5 testified and the subject matter of the case.

6 10. All transcripts of any deposition, trial, or hearing testimony the  
7 Deponent has provided as a proffered expert witness in the last 10 years.

8 11. A copy of each of the Deponent's publications authored in the last 10  
9 years, as required to be disclosed under Federal Rule of Civil Procedure  
10 26(a)(2)(B)(iv).

11 12. All documents containing any margin notes, interlineations, written  
12 comments, memos, notes to the file, or the like, generated in connection with the  
13 Deponent's engagement in this case.

14 13. All engagement agreements between the Deponent and Plaintiffs  
15 and/or their attorneys in this case.

16 14. All drafts, or portions thereof, whether hard-copy or as stored on any  
17 computer, disk or cd, of the Deponent's reports in this case.

18 15. All professional materials or guidelines utilized or relied upon by the  
19 Deponent in connection with his report or opinions in this case.

20 16. All documents reviewed and/or relied upon by the Deponent or his  
21 assistants in the consideration and development of his opinions and/or expert report  
22 in this case.

23 17. All time sheets or billing records reflecting work performed by  
24 Deponent, or performed on Deponent's behalf, in connection with her engagement  
25 in this case.



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Jacob M Harper, Esq   SBN: Bar No.259463 DAVIS WRIGHT & TREMAINE, LLP 865 S. Figueroa St Ste 2400 Los Angeles, CA 90017 TELEPHONE NO.: (213) 633-6800   FAX NO.   E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Defendant: WALMART INC.					FOR COURT USE ONLY	
<b>UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA</b> STREET ADDRESS: 350 W. 1ST STREET MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: WESTERN DIVISION						
PLAINTIFF: EDIE GOLIKOV, etc. DEFENDANT: WALMART INC.					CASE NUMBER: 2:24cv08211	
<b>PROOF OF SERVICE</b>		Hearing Date: 2/13/2025	Day	Hearing Time: 9:00 AM	Dept:	Ref. No. or File No.: 31150-339

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION  
 I SERVED COPIES OF THE FOLLOWING DOCUMENTS:

**SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION; DEFENDANT WALMART INC. S NOTICE OF DEPOSITION OF THOMAS MARONICK**

PARTY SERVED: **THOMAS MARONICK**

DATE & TIME OF DELIVERY: **1/15/2025**  
**8:29 AM**

ADDRESS, CITY, AND STATE: **5911 Charlesmead Rd**  
**Baltimore, MD 212122412**

PHYSICAL DESCRIPTION:	<b>Age: 68</b>	<b>Weight: 200</b>	<b>Hair: White</b>
	<b>Sex: Male</b>	<b>Height: 5'9"</b>	<b>Eyes: Brown</b>
	<b>Skin: White</b>	<b>Marks:</b>	

MANNER OF SERVICE:  
 Personal Service - By personally delivering copies.

WITNESS FEES:  
 Were offered or demanded and paid: \$ 106.00.

Fee for Service: \$ 395.00

County:  
 Registration No.:  
**ASAP Legal**  
**1607 James M. Wood**  
**Los Angeles, CA 90015**  
**(213) 252-2000**  
**Ref: 31150-339**

I declare under penalty of perjury under the laws of the State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on **January 15, 2025**

Signature: \_\_\_\_\_

**Rodney Getlan**

**PROOF OF SERVICE**

DefaultProof/LA32074188



**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 350 South Grand Avenue, 27th Floor, Los Angeles, California 90071.

On January 14, 2025, I served the document described as “**DEFENDANT WALMART INC.’S NOTICE OF DEPOSITION OF RUBEN ROBLES**” upon the interested parties in this action addressed as follows:

Richard Lyon  
Stephen D. Andrews  
Christin Cho  
**DOVEL & LUNER, LLP**  
201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
Telephone: (310) 656-7066

*Attorneys for Plaintiff*

Email(s): *rick@dovel.com*  
*stephen@dovel.com*  
*christin@dovel.com*

**VIA U.S. MAIL:** I placed such envelope(s) with postage thereon fully prepaid for deposit in the United States Mail in accordance with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service. I am familiar with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service, which practice is that when correspondence is deposited with the Davis Wright Tremaine LLP, personnel responsible for delivering correspondence to the United States Postal Service, such correspondence is delivered to the United States Postal Service that same day in the ordinary course of business.

Executed on January 14, 2025, Los Angeles, California.

  
Bianca Cervantes

# EXHIBIT 7

UNITED STATES DISTRICT COURT

for the

CENTRAL DISTRICT OF CALIFORNIA

EDIE GOLIKOV, individually and on behalf of all other  
similarly situated,

*Plaintiff*

v.

WALMART INC.,

*Defendant*

Civil Action No. 2:24cv08211

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To:

Ceutical Laboratories, Inc. 1500 Lakeside Parkway Suite 100, Flower Mound, Texas 75028

*(Name of person to whom this subpoena is directed)*

☒ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

See Attachment A.

Place: Veritext 600 N. Pearl Street, Suite 2230 Dallas, TX 75201 Phone: (469) 680-1153	Date and Time: February 17, 2025 at 10:00 a.m.
--	---

The deposition will be recorded by this method: Court Reporter and/or Videographer

☒ *Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See Attachment A.

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 16, 2025

CLERK OF COURT

OR

/s/Jacob M. Harper

*Signature of Clerk or Deputy Clerk*

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* WALMART INC.

, who issues or requests this subpoena, are:

Jacob M. Harper (SBN 259463); Heather F. Canner (SBN 292837); Joseph Elie-Meyers (SBN 325183)

jharper@dwt.com; Davis Wright Tremain LLP, 350 S. Grand Street, 27<sup>th</sup> Fl., Los Angeles, CA 90071; (213) 633-6800

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 2:24cv08211

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named individual as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**

**(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.*

If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

## ATTACHMENT A

### DEFINITIONS

The following definitions apply to the Matters for Examination and Document Requests listed below:

1. **“You”** or **“Your”** means Ceutical Laboratories, Inc. and its representatives, officers, employees, managers, attorneys, and other agents.
2. **“Certificate of Analysis”** means the Certificate of Analysis provided to Dovel & Luner LLP on January 7, 2025 with “Ceutical Labs Project # 59028,” attached as Exhibit 1.
3. **“Communication”** or **“Communications”** means any transmission of information, the information transmitted and any process by which information is transmitted, and includes, but is not limited to, meetings, personal conferences, telephone conferences, memoranda, notes, letters, text messages, voicemails, calendar entries, emails, messages through an internet platform (e.g. Facebook, Twitter, Instagram, Reddit), posts on forums or other websites, and other written, electronic and oral communications.
4. **“Document”** or **“Documents”** means and includes handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of **communication** or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.
5. **“Refer or relate to”** means and includes constituting, containing, embodying, evidencing, reflecting, identifying, incorporating, alluding to, responding to, connected with, commenting on, with respect to, in connection with, arising from, about, regarding, discussing, showing, describing, mentioning, analyzing, or in any way pertaining to, whether the reference or relationship provides support for, or contradicts, any alleged fact or conclusion that is the object of such reference or relationship.
6. **“Product”** means Walmart’s Great Value Avocado Oil.
7. **“Test”** or **“testing”** means any analysis You performed on the Product, including

but not limited to the analysis that resulted in the Certificate of Analysis.

**MATTERS FOR EXAMINATION**

1. All Testing You have performed on the Product, including test methods, standards, results, sample size, and who performed such testing.
2. The contents of the Certificate of Analysis, including but not limited to how You interpret the results and the following language: “The results stated above are provided with the most accurate method available. However, the test method has not been validated to current USP and ICH guidelines for this product. Method validations are the responsibility of the manufacturer for each product.”
3. The “technical review” performed as indicated on the Certificate of Analysis, including who performed it and their qualifications.
4. The “quality review” performed as indicated on the Certificate of Analysis, including who performed it and their qualifications.
5. Any steps You took to verify that the oil You obtained was in fact the Product and was not adulterated or compromised prior to Testing.
6. The Product(s) You Tested, including but not limited to the number of bottles tested, who provided You with the Product, in what form, where it was sourced from, its geographic origin, its expiration date, its chain of custody, purchase date, and purchase location.
7. How the Product was maintained in Your facility.
8. The role of each analyst listed on the Certificate of Analysis in Testing the Product, identified as R. Robles, I. Wang, and D. Treybig.
9. The qualifications of R. Robles, I. Wang, and D. Treybig to perform Testing on the Product.
10. Whether there was any other Testing conducted on the Product or results that are not contained in the Certificate of Analysis, and if so, the details of that testing and results.
11. Communications between You and any employee of or attorney at Dovel & Luner LLP, including but not limited to Rick Lyon, regarding the Certificate of Analysis, the Product,

avocado oil, Testing of the Product, any results from Testing the Product, and any analysis of the Product.

12. Your history of providing certificates of analysis for Dovel & Luner LLP for use in litigation.

13. The selection of Testing run on the Product as reflected in the “Analysis Requested” section of the Certificate of Analysis, including the reasoning for selecting these particular tests and other available tests that were offered but not performed.

14. Whether the Testing results can be extrapolated to any other bottles of Product.

15. The identity, chain of custody, and authenticity of Documents produced by You in response to the Document Requests (listed below).

### **DOCUMENT REQUESTS**

1. All Documents and Communications Referring or Related to the Product.
2. All Documents and Communications Referring or Related to the Certificate of Analysis.
3. All Documents and Communications Referring or Related to the Testing You performed on the Product.
4. All Documents and Communications Referring or Related to this litigation.
5. All Testing results for the Product that are not provided in the Certificate of Analysis, including for C20.2 and C20.3.
6. All versions of the Certificate of Analysis.
7. All photographs taken in connection with Testing of the Product or preparing the Certificate of Analysis.
8. Documents that You contend show You used appropriate testing methods and standards when You tested the Product to create the Certificate of Analysis.
9. All Documents containing, mentioning, or reflecting Communications with any employee of or attorney at Dovel & Luner LLP, including but not limited to Rick Lyon, that



Refers or Relates to the Certificate of Analysis, the Product, avocado oil, Testing of the Product, any results from Testing the Product, and any analysis of the Product.

10. Any policies, guidelines, standards or protocol reflecting testing procedures for avocado oil.

11. All testing policies, guidelines, standards or protocol You implemented or followed in Testing the Product.

12. Documentation sufficient to show that “avocado oil does not have any C20 Fatty Acid.”

13. Documentation pertaining to C20 Fatty Acid.

<p>Case 2:24-cv-08211-RGK-MAR Document 44-1 Filed 01/17/25 Page 58 of 69 Page 58 of 69</p> <p>Jacob M Harper, Esq DAVIS WRIGHT &amp; TREMAINE LLP 350 South Grand Avenue, 27th Floor Los Angeles, CA 90071</p> <p>United States District Court Central District of California STREET ADDRESS: 350 W. 1st Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Western Division CASE NUMBER: 2:24cv08211</p> <p>EDIE GOLIKOV, individually and on behalf of all other similarly situated VS. WALMART INC</p>		<p>Walmart 31150-339</p> <p><b>SUMMARY OF SERVICE</b> <b>JOB COMPLETE</b> <b>LA603997</b></p> <p><b>033 - SPECIAL PROCESS (IMMEDIATELY)</b></p> <p><b>COMPLETED BY</b> <b>On Time Processing / On Time Couriers</b> <b>1/17/2025 11:09 AM</b></p> <p>Reference No.: <b>Walmart 31150-339</b></p>
<p><b>PROOF OF DELIVERY</b></p>		

DOCUMENTS SERVED:

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

PARTY SERVED: Ceutical Laboratories, Inc.

DATE & TIME OF SERVICE: 1/17/2025  
11:09 AM

ADDRESS, CITY, AND STATE: 1500 Lakeside Pkwy Ste 100  
Flower Mound, TX 750284006

PHYSICAL DESCRIPTION: Age: 64 Weight: 200 Hair: Grey Sex: Male Height: 5'5 Eyes: Glasses Race: White

MANNER OF SERVICE:

Personal Service - By personally delivering copies to Ceutical Laboratories, Inc..

COURT FILINGS | SERVICE OF PROCESS | REPROGRAPHICS  
PDF/FAX FILINGS | MESSENGER SERVICES

NOT A PROOF OF SERVICE | SUMMARY OF SERVICE | NOT A PROOF OF SERVICE

Did you know you can check status, place orders, and look up costs online?  
Visit our secure website at <https://express.nationwideasap.com>

PROOF OF DELIVERY

Nationwide Legal, LLC  
1609 James M Wood Blvd.  
Los Angeles, CA 90015



On Time Processing / On Time Couriers  
County: Harris; State of TEXAS  
Registration No.:

# EXHIBIT 8

## Walmart.com Terms of Use

Last Updated December 4, 2024

Please review these Terms of Use carefully.

IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 20 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND WALMART ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

## 1. Introduction

Welcome to the family of websites and applications provided by Walmart. These Terms of Use govern your access to and use of all Walmart Sites among other things. By using the Walmart Sites, you affirm that you are of legal age to enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use and your parent or guardian consents to these Terms of Use on your behalf. If you violate or do not agree to these Terms of Use, then your access to and use of the Walmart Sites is unauthorized. Additional terms and conditions apply to some services offered on the Walmart Sites (e.g., Walmart Pharmacy, Walmart +, and Gift Cards) or through other channels. Those terms and conditions can be found where the relevant service is offered on the Walmart Sites or otherwise and are incorporated into these Terms of Use by reference.

### DEFINED TERMS:

In these Terms of Use:

- When we say **"Walmart,"** we mean Wal-Mart.com USA, LLC and Walmart Inc., and any subsidiaries of Wal-Mart Stores, Inc. (including any subsidiaries that Walmart Inc. may form or acquire in the future), and their affiliates, directors, officers, employees and agents. We also refer to Walmart as **"we," "us"** and **"our."** But when we say **"Walmart Entities,"** we mean Walmart; its suppliers, vendors, contractors, and licensors.
- When we say **"Walmart Sites,"** we mean www.walmart.com, the Walmart Apps, and all related functionality, (including but not limited to Chatbots and other Generative AI Features, defined in Section 16.J), services, and Content offered by or for Walmart on or through www.walmart.com and the Walmart Apps or the systems, servers, and networks used to make the Walmart Sites available.
- When we say **"Walmart Apps,"** we mean the official "Walmart App" for iPhone and Android, which can be downloaded from the iTunes App Store or the Google Play Store.
- When we say **"you"** or **"your"** we mean any user (like you!) of any Walmart Site and any person who has notice of these Terms of Use.
- When we say **"Terms of Use,"** we mean these Terms of Use and all other terms and policies posted by Walmart on the Walmart Sites (and any updates by Walmart to these Terms of Use and those terms and policies).
- A few other key terms used in these Terms of Use:
  - When we say **"Chatbot,"** we mean an application feature or interface by which you are able to engage in voice or text communications that are intended to mimic human interactions and conversations, including through the use of Generative AI and third-party large language models.
  - When we say **"Content,"** we mean merchandise information, product descriptions, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, written and other materials and Inputs (as defined in Section 16.J).
  - When we say **"Generative AI,"** we mean artificial intelligence, including large language models made by us or third parties, capable of generating new text, images, or other media.
  - When we say **"Ideas,"** we mean ideas, concepts, feedback, and know-how that you make available in connection with the Walmart Sites.
  - When we say **"make available,"** we mean post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Walmart Sites administrated by third-party social media platforms (e.g., Facebook or Instagram) that allow interaction with the Walmart Sites through the tools offered by such social media platforms).
  - When we say **"Materials,"** we mean Content that Walmart Entities make available on or through the Walmart Sites, including In Store Now information and Outputs (as defined in Section 16.J).

**WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS:** While there are important points throughout these Terms of Use, please note the warranty disclaimers and limitations on Walmart's liability explained in Sections 17 and 18, respectively.

**UPDATES:** We may update these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use through the Walmart Sites. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Use incorporating such changes or otherwise notified you of such changes. You agree that it your responsibility to regularly check Walmart.com for any updated Terms of Use. In addition, by continuing to use or access any of the Walmart Sites or otherwise engaging with Walmart after we post any changes, you accept the updated Terms of Use. The "Last Updated" legend above indicates when these Terms of Use were last changed.

## 2. Your Use of the Walmart Sites

You certify that the Content you provide on or through the Walmart Sites is accurate and that the information you provide on or through the Walmart Sites is complete. You are solely responsible for maintaining the confidentiality and security of your account including username, password, and PIN. Walmart is not responsible for any losses arising out of the unauthorized use of your account. You agree that Walmart does not have any responsibility if you lose or share access to your device. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Walmart Sites. You agree that Walmart is not a party to any such agreement, nor is Walmart responsible for the content, accuracy, or unavailability of any method used for payment. Your account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Walmart Sites or any portion of the Walmart Sites, and (2) charge, modify, or waive any fees required to use any services, functionality or other content available through the Walmart Sites or any portion of the Walmart Sites.

- In connection with the Walmart Sites, you will not:
  - Make available any Content through or in connection with the Walmart Sites that is or may be in violation of the content guidelines set forth in Section 3.C (Prohibited Content) below.
  - Make available through or in connection with the Walmart Sites any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
  - Use the Walmart Sites for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
  - Harvest or collect information about users of the Walmart Sites.
  - Interfere with or disrupt the operation of the Walmart Sites or the systems, servers, or networks used to make the Walmart Sites available, including by hacking or defacing any portion of the Walmart Sites; or violate any requirement, procedure or policy of such

- servers or networks.
- Restrict or inhibit any other person from using the Walmart Sites.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Walmart Sites except as expressly authorized in these Terms of Use, without Walmart's express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the Walmart Sites, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from the Walmart Sites.
- Frame or mirror any portion of the Walmart Sites, or otherwise incorporate any portion of the Walmart Sites into any product or service, unless you obtain Walmart's express prior written consent to do so.
- Systematically download and store any Materials.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Materials, or reproduce or circumvent the navigational structure or presentation of the Walmart Sites, without Walmart's express prior written consent.
- Cause injury to any person or entity.
- Violate any law, rule, or regulation, or these Terms of Use.
- You will not use the Walmart Sites or Walmart's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Walmart trademark, logo, URL, or product name without Walmart's written consent;
- You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms of Use.

### 3. Content and Ideas

#### A. Submitting Content and Ideas

Walmart provides functionality that enables users to make available Content and Ideas in connection with their use of the Walmart Sites. Any text in Content should be written in English. You acknowledge and agree that you are responsible for all Content and Ideas you make available in connection with any Walmart Site. You represent and warrant that (1) you have the authority to grant the rights in such Content and Ideas as set forth in these Terms of Use, including in Section 3(B) below; and (2) such Content and Ideas, and the use of such Content and Ideas, will not violate any term of these Terms of Use. This means you will be responsible for the legality, the accuracy, the appropriateness, the originality, and your rights in any such Content and Ideas.

#### B. Walmart's Rights to Use Content and Ideas

You grant to Walmart a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) any Content that you make available, in any media or medium, and in any form, format, or forum now known or hereafter developed. You further agree that Walmart is free to use any Ideas for any purpose. Walmart may sublicense its rights in Content and Ideas through multiple tiers of sublicenses. Walmart is, and will be, under no obligation (1) to maintain any Content or Idea in confidence; (2) to pay any compensation for any Content or Idea; or (3) to respond to any Content or Idea. You grant to Walmart the right to use any name associated with any Content or Idea that you make available to Walmart, although Walmart has no obligation to exercise such right, or to otherwise provide any attribution for any Content or Idea.

#### C. Prohibited Content

You agree that you will not make available Content in connection with the Walmart Sites that:

- is false, fraudulent, inaccurate, or misleading;
- contains your full name(s), or any other confidential personally identifiable information of yourself or others;
- violates any local, state, federal, or international laws or is otherwise tortious;
- is protected by or would infringe on the rights of others (including Walmart), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Walmart in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Walmart;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Walmart, its related entities, employees, and agents;
- violates any policy posted on the Walmart Sites; or
- is intended to cause harm, damage, disable, or otherwise interfere with the Walmart Sites or our partners.

### 4. Monitoring by Walmart

Walmart will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Walmart Sites, including to determine compliance with these Terms of Use and any other operating rules that may be established by Walmart from time to time. Walmart will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through, the Walmart Sites, for any reason, including violation of these Terms of Use, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Walmart for all claims resulting from any Content you make available.

### 5. Materials Available on the Walmart Sites

Walmart and its suppliers and licensors may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Walmart Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Walmart Sites, we would appreciate it if you let us know by contacting us at <http://www.walmart.com/help> (Your feedback is a big part of what helps Walmart to get better at helping you!)

NO MATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE WALMART ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

### 6. Merchandise

The Sites may make available listings, descriptions, and images of goods and services (collectively, "Products"). Such Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

We sell Products for children's use; however, these Products are intended for sale to adults.

Walmart has no liability to you for content on the Walmart Sites that you find to be offensive, indecent, or objectionable. Certain videos, movies, TV programs, video games, computer games, and other Products are labeled with age restrictions or are intended for individuals of certain ages or "mature audiences" only. By ordering an age restricted item, you certify that you satisfy the age restrictions.

Walmart is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Walmart Entity, Marketplace Retailer (as defined below in Section 16.A), our advertisers, or other third parties to whose sites we link. While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on Walmart Sites, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return), in accordance with Walmart's return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

## 7. Third Party Sites

References on Walmart Sites to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Walmart is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the Walmart Sites operate or otherwise interact, nor is Walmart responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

## 8. Placing an Order

### A. Order Acceptance and Billing

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through your Walmart.com account, including on Walmart affiliated sites and properties which you access via your Walmart.com account credentials. Walmart participates in account update services offered by some banks. If your bank participates in account updater services, these services will automatically update your card number or expiration date in our system when it changes. If you do not want to have your cards automatically updated, you can opt out of these services by contacting your issuing bank. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Walmart may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes and fees. You will not be charged for most orders until the order has shipped. Some exceptions (when you will be charged at the time your order is placed) are: (i) orders or preorders paid for with a Gift Card, eGift Card, or PayPal account; and (ii) orders paid using the in-store "Cash" payment method.

Walmart reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Walmart also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, "reselling" will be defined as purchasing or intending to purchase any Product(s) from Walmart for the purpose of engaging in a commercial sale of the same Product(s) to a third party.

In addition to any other remedies available to it, Walmart may in its sole discretion restrict or terminate your account, or cancel or refuse orders for violations of, or abuse of the Walmart returns policy.

### B. Pricing Information; Availability

Walmart cannot confirm the price or availability of an item until after your order is placed. Pricing or availability errors may occur on the Walmart Sites or through Marketplace Retailers. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product. Walmart reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Walmart. Walmart may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the Walmart Sites or from prices available in Walmart stores or on Walmart Apps.

### C. Promotional Codes

Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

### D. Gift Cards

The risk of loss and title to any gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable. Your purchase and use of gift cards is subject to the full terms and conditions related to gift cards, available at <https://walmart.com/help/article/Gift-Card-Terms-and-Conditions/9881a4e10ab24dbe8f406df5c75acefd>.

### E. Tax Exempt Purchases



To obtain tax-exempt purchasing privileges for purchases on Walmart.com, you must follow the tax-exempt registration procedure as described on the Site. As part of this process, you may be required to provide additional information to Walmart to confirm your tax-exempt status (for example, a valid state tax-exempt number). You represent and warrant that any information you provide to Walmart as part of the tax-exempt registration process is valid, accurate, and complete. You will promptly notify Walmart of any updates or changes to your tax-exempt status and will promptly provide Walmart with any updated information or documentation. If you purchase any products or services for a tax-exempt purpose and use those products or services for any other purpose, you will report and pay all taxes required under applicable law. If you are a tax-exempt organization, all tax-exempt purchases must be used exclusively by your organization for tax-exempt purposes only. You will comply with all other applicable requirements for tax-exempt purchases under applicable law. You will hold Walmart harmless from and will indemnify Walmart against any claim, loss or expense occurring from any failure to comply with your resale permits or any other tax-exempt requirements, and your exemption will be subject to immediate cancellation.

You further agree that if you do not use the products or services purchased with your tax-exempt account for the purpose for which your tax exemption applies, you will report and pay sales and use taxes directly to the state relating to the products or services to the extent required by law. In order to qualify for exemption, you may be required by law to pay us using your organization's payment method (e.g., a company credit card) and not a personal payment method (e.g., a personal credit card). To the extent you have a Business Account, you acknowledge that if you, or any business user accounts associated with your Business Account, make tax exempt purchases with a tax exemption certificate associated with the Business Account, that those purchases are made with the tax-exempt organization's funds. You will comply with such requirement to the extent required by law.

## 9. Shipping and Delivery

Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Walmart Sites. All transactions are made pursuant to a shipping contract, and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier.

Delivery of Products purchased from the Walmart Sites to addresses outside the United States is limited. Some Products also have restricted delivery within the United States. Some Products may be available for pick up at physical Walmart store locations. Estimated delivery times are determined based on the method of shipping chosen when Products are purchased and the destination of the Products.

## 10. Export Policy

You acknowledge that (a) goods licensed or sold on the Walmart Sites, and (b) any software or technology purchased, downloaded, or used from the Walmart Sites, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that no Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively "transferred") to any territory (or national resident thereof), person, entity, or organization to which such Materials could not be transferred directly from the United States or by a U.S. person without a license, including without limitation to any person on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List.

## 11. Intellectual Property

The Walmart Sites and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights therein (collectively, the "IP") are owned or controlled by or licensed to Walmart, and are protected by U.S. and international trademark, copyright, and other intellectual property laws. Materials are licensed (not sold) to end users. Subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Sites, you may access, view, download, and print the Materials for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Materials; (2) do not modify or alter the Materials in any way; and (3) do not provide or make available the Materials to any third party in a commercial manner. In addition, subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Apps, we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Walmart Apps on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of these Terms of Use, you must immediately cease using the Walmart Apps and remove (that is, uninstall and delete) the Walmart Apps from your mobile device.

No license, right, title, or interest in the Walmart Sites or any Materials is transferred to you as a result of your use of the Walmart Sites or your accessing, viewing, downloading, or printing of the Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Materials or the Walmart Sites. The Walmart Sites and Materials may be used only as a personal shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Walmart Sites and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of the Walmart Sites and Materials is the exclusive property of Walmart and is also protected by U.S. and international copyright laws.

WALMART, WAL-MART, the WALMART.COM names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Walmart Sites are trademarks or trade dress of Walmart in the U.S. and other countries. All other marks are the property of their respective companies.

## 12. Procedure for Making a Claim of Copyright Infringement

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Walmart Sites in a way that constitutes copyright infringement, please see our DMCA Procedure (available at <https://walmart.com/help/article/Claims-of-Intellectual-Property-Infringement/6171b9ac00384f3f920aa14a9c08bdac>) for instructions on how to contact us to report possible copyright infringement.

## 13. Privacy

You acknowledge that any personal information that you provide through the Walmart Sites will be used by Walmart in accordance with Walmart's Privacy Policy (available at <http://corporate.walmart.com/privacy-security/walmart-privacy-policy>), which may be updated by Walmart from time to time. If you purchase an item on Walmart.com sold by a Marketplace Retailer or a Walmart supplier, Walmart may share certain information with that Marketplace Retailer or supplier to permit the Marketplace Retailer or supplier, as applicable, to fulfill and ship your order, process returns, and provide customer service.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to Walmart and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See the Walmart Privacy Policy for how Walmart treats your data.

## 14. Third-Party Software & Licensing Notices

The Walmart Sites may include certain third-party technologies and open source materials (collectively, "Third-Party Technology"). Your use of such Third-Party Technology is subject to these Terms of Use, as well as the applicable terms and conditions of such third parties, set forth at <https://walmart.com/help/article/Third-party-Software-and-Licensing-Notices/a5b3802e3c424fc9ac6872ea93e1c4c5> which is incorporated in these Terms of Use by reference.

## 15. Promotions

Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "Promotions") made available through the Walmart Sites may be governed by rules that are separate from or supplement these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

**TRIPLE10 promo code:** Valid only for your first 3 orders with Walmart pickup & delivery services. Minimum order of \$50. Does not apply to alcohol purchases. Customer responsible for all applicable taxes. Offer subject to change or expire without notice.

**TRIPLE20 promo code:** Select customers only. Valid only for your next 3 orders with Walmart pickup & delivery services. Minimum order of \$50. Does not apply to alcohol purchases. Customer responsible for all applicable taxes. Offer subject to change or expire without notice.

**REDBULL1 promo code:** Valid only for your first 3 orders with Walmart pickup & delivery services. Minimum order of \$50. Does not apply to alcohol purchases. Customer responsible for all applicable taxes. Promotion code expires December 31, 2023. Offer subject to change or expire without notice.

**100FF3 promo code:** Valid only for your first 3 orders with Walmart pickup & delivery services. Minimum order of \$50. Does not apply to photo, personalized items, pharmacy, gift cards, alcohol, or items sold by Marketplace sellers. Customer responsible for all applicable taxes. Cannot be combined with other special offers. Promotion code expires January 31, 2024. Offer subject to change or expire without notice.

**SAVE10 promo code:** Get \$10 off on eligible Flash Deals items over \$50 between June 26, 2023 and July 31, 2023. Limit one per customer. Offer is not transferable, may not be combined with other offers, and is void where prohibited by law. Customer responsible for all applicable taxes. Offer may be modified, canceled, or terminated at any time without notice.

**HOLIDAY10:** Valid only for your first 3 orders with Walmart pickup & delivery services. Minimum order of \$50. Discount will be applied to your total basket value, excluding photo, personalized items, pharmacy, gift cards, alcohol or items sold by Marketplace sellers. This offer can't be used for photo, personalized items, pharmacy, gift cards, alcohol or items sold by Marketplace sellers. Customer responsible for all applicable taxes. This offer may not be combined with other special offers. Promotion code expires 12/31/2023. Offer subject to change or expire without notice.

**TODAY10 promocode:** Valid only for your first 3 orders with Walmart pickup & delivery services. Minimum order of \$50. Discount will be applied to your total basket value, excluding photo, personalized items, pharmacy, gift cards, alcohol or items sold by Marketplace sellers. This offer can't be used for photo, personalized items, pharmacy, gift cards, alcohol or items sold by Marketplace sellers. Customer responsible for all applicable taxes. This offer may not be combined with other special offers. Promotion code expires 12/31/2024. Offer subject to change or expire without notice.

## 16. Terms Applicable to Special Walmart Services

### A. Walmart Marketplace

Walmart operates an online marketplace program on the Walmart Sites (available at <https://marketplace.walmart.com/>) which enables Marketplace Retailers to sell their products alongside Walmart products and, once an order is placed, to ship such Marketplace Retailers' products directly to the customer (the "Walmart Marketplace"). Any use of the Walmart Marketplace is subject to the following additional terms:

- When we say "Marketplace Retailer," we mean any entity or retailer that sells goods or services in the Walmart Marketplace through the Walmart Sites, uses any order processing, fulfillment, shipping, or other services related to the Walmart Marketplace provided by or for Walmart, or uses any platform, portal, web service, application, interface, or other tool provided by or for Walmart in connection with the Walmart Marketplace.
- By purchasing a product from any of our Marketplace Retailers, you acknowledge that all Walmart Marketplace orders will be fulfilled by the third party Marketplace Retailer and not Walmart. The Marketplace Retailer (and not Walmart) will be responsible for all processing, shipping, returns, and customer service related to your Walmart Marketplace order. Products purchased from a Marketplace Retailer can only be returned to that Marketplace Retailer in accordance with its return policy. Each Marketplace Retailer's shipping information, return policy, customer service information, and Marketplace Privacy Policy can be found on that Marketplace Retailer's Seller Information page. For other terms that apply to Walmart Marketplace, including important notices and disclosures, see About Marketplace.
- To the fullest extent provided by applicable law, Walmart has no responsibility or liability for any Marketplace Retailer, their products, or representations.

### B. iOS Walmart App

In addition to your agreement with these Terms of Use, the following provisions apply with respect to your use of any version of the Walmart App compatible with the iOS operating system of Apple Inc. ("Apple"):

- Apple is not a party to these Terms of Use and does not own and is not responsible for any Walmart App. Apple is not providing any warranty for the Walmart App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Walmart App and will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the Walmart App, including any third-party product liability claims, claims that the Walmart App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Walmart App, including those pertaining to intellectual property rights, must be directed to Walmart in accordance with the "How to Contact Us" section.
- The license you have been granted in these Terms of Use is limited to a non-transferable license to use the Walmart App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the Walmart App, such as your wireless data service agreement.
- You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Use and, upon your acceptance of the terms and conditions of these Terms of Use, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof; notwithstanding the foregoing, Walmart's right to enter into, rescind or terminate any variation, waiver, or settlement under these Terms of Use is not subject to the consent of any third party.

### C. Walmart Pay

"Walmart Pay" is a feature built into the Walmart App that allows you to use your smartphone to pay for in-store purchases. Any use of the Walmart Pay service is subject to the following additional terms:

- By using Walmart Pay or otherwise by agreeing to these Terms of Use, you agree to receive an eReceipt in lieu of a paper receipt for all purchases made through Walmart Pay. You must register through a Walmart.com account to receive eReceipts (see below for more information).
- There is no charge from us to use Walmart Pay, but your data service provider's message and data charges may apply. Except as otherwise provided by law, we may block, restrict, suspend or terminate your use of Walmart Pay at any time, without notice, and in our sole discretion.
- All Walmart policies applicable to sales occurring at a store location, including those regarding Ad Match, Price Matching, Coupon use, Returns, and Exchanges, apply to purchases made through Walmart Pay. We reserve the right to limit the availability of Walmart Pay during specific times, for specific items, or for certain events or promotions. Some products or services may not be eligible for purchase



using Walmart Pay, or may require additional verification prior to completion of purchase through Walmart Pay. These products and services may include but are not limited to: tobacco, alcohol, firearms, optical or photo products and services, or products requiring a service agreement such as wireless, automotive, or financial products.

- Your device's camera must be enabled in order to use Walmart Pay to complete the checkout process and to use additional features. Enabling the Walmart App to utilize location services on your device may provide you with access to other Walmart Pay features. You can turn off location services at any time on your device.

#### D. eReceipts

Certain Walmart Sites may permit or require the use of electronic receipts ("eReceipt") for purchases made by you through a mobile device or other electronic device. Your eReceipt is a digital copy of your Walmart in-store purchase receipt. Any use of the Walmart eReceipt service is subject to the following additional terms:

- To register for eReceipts, you must first have an account with Walmart.com and then validate your mobile number via a text message. Walmart.com accounts are subject to these Terms of Use. If you initiate the registration process for eReceipts at the cash register, you will be required to enter a mobile number into the PIN pad and then validate your mobile number via a text message. By registering for Walmart eReceipts, you consent to receive an automated text message and accept any message and data rates that may apply for receipt of a text message.
- There is no charge from us to use Walmart eReceipts, but your data service provider's message and data charges may apply. Walmart and text message carriers are not liable for delayed or undeliverable messages.
- All information provided to Walmart by users of the Walmart eReceipts will be subject to our Privacy Policy.
- We may alter, suspend, or terminate your use of Walmart eReceipts at any time at our discretion, without notice to you. We are not responsible for any losses associated with your inability to access the Internet and/or Walmart eReceipts. Requesting an eReceipt at the register will not automatically submit your eReceipt. Use of the Walmart eReceipts service is subject to all applicable laws and regulations.

#### E. Walmart Pickup and Delivery (formerly, Online Grocery Services)

Use of Walmart Pickup and delivery is subject to the following additional terms:

##### i. Orders

- Once you have placed an order for Walmart Pickup and delivery, we will send you an order acknowledgment by email setting out what you have ordered. This is not an order confirmation or acceptance from us.
- There may be a minimum order value, which may change from time to time. In addition to the price of goods, a delivery charge as shown at checkout, if applicable, will also be payable by you. All prices quoted are exclusive of tax and you will see estimated taxes and fees when you place the order. The final taxes and fees will be calculated on the day your order is picked and delivered, or picked up, as applicable. In the event your order must be fulfilled using products of different weight or volume than what you ordered, you will be charged only for the actual weight or volume delivered.
- Due to shipment and delivery times, there are limitations on when changes or cancellations to orders can be made. These limitations will be provided when you place your order. For Pickup and delivery orders that are delivered to you, title to the goods purchased by you and the related risk of loss on these items passes to you upon delivery of the items to the carrier.
- We may, in our discretion, provide you with a refund in certain circumstances. If you are not satisfied with your order, please contact the Walmart Pickup and delivery Contact Center at 1-800-924-9206.
- Notwithstanding the foregoing, all refunds will be subject to our discretion.
- We aim to deliver your goods within the delivery or pickup window you selected when placing your order, but do not guarantee that goods will be delivered or available for pickup on or by a certain date. Walmart will not be liable for delivering the goods outside of the requested delivery or pickup slot or failing to deliver or make available for pickup all or any of the goods in your order.
- We can only deliver to an address stored in your address book in your account.

##### ii. Walmart Pickup and delivery Pricing

- Pricing for Walmart Pickup and delivery items will be the same prices as if you shopped in the store that packs and delivers the items. If an item's price changes between the time you place your order and the day your order is packed for delivery, we will charge you the lower price. If you have allowed substitutions for your order, you will be charged the price for items received. Please note that due to differences in distribution, regional competition, and other factors, prices may vary between stores, and so the prices you see online may not match all stores, only the store where your order is packed. Walmart Pickup and delivery does not match prices from other online or physical stores, or Walmart stores other than the one where your items are picked and packed.

##### iii. Walmart Pickup and delivery Promotion Codes

- Walmart Pickup and delivery Promotion Codes ("Grocery Promo Codes") are valid only on orders placed for Walmart online grocery services, subject to the terms of this Section. Your use of a Grocery Promo Code indicates your agreement to be bound by these Terms of Use and any Grocery Promo Code terms on the promotion offer itself. Walmart will only honor a Grocery Promo Code if it is used in accordance with all applicable terms.
- Only promotional codes issued by Walmart can be used for Walmart Pickup and delivery services. Grocery Promo Codes cannot be used in Walmart stores. Grocery Promo Codes issued by Walmart are, and will remain, the property of Walmart and are not transferable, cannot be resold, and have no cash value unless otherwise stated. Grocery Promo Codes may not be used for alcohol purchases.
- Grocery Promo Codes can be added to your Walmart Pickup and delivery order by entering the code at checkout or by selecting a saved offer in checkout. To apply a Grocery Promo Code to your order, you must select it in the "Review Order" section at checkout. Use of a Grocery Promo Code may be subject to you providing proof of entitlement to use the Grocery Promo Code.
- All Grocery Promo Codes have an expiration date after which they cannot be used for any order. Grocery Promo Code values may be adjusted if the total discount value is greater than the value of your order.
- We reserve the right to withdraw or cancel any Grocery Promo Code at any time, either as a whole, or for specific goods or delivery areas. If this happens, then the Grocery Promo Codes may not be used for any orders placed after the date of withdrawal or cancellation. We reserve the right to reject or cancel the use of a Grocery Promo Code where fraud or misuse is suspected. You will have no claim against Walmart in connection with such rejection or cancellation of a Grocery Promo Code. Walmart will not be liable to any customer or household for any financial loss arising out of the cancellation or withdrawal of any Grocery Promo Code or any failure or inability of a customer to use a Grocery Promo Code for any reason.
- Grocery Promo Codes may not be copied, reproduced, published, or distributed directly or indirectly in any form for use by anyone other than the original recipient. By using a Grocery Promo Code, you warrant that you are the duly authorized recipient of it.

#### F. Walmart Plus Membership

Walmart Plus Membership is subject to terms of use that can be found here: <https://www.walmart.com/help/article/walmart-terms-of-use/de696dfa1dd4423bb1005668dd19b845>

#### G. Walmart Digital Photo Center

Any use of the Walmart Digital Photo Center (available at [www.walmart.com/Photo](http://www.walmart.com/Photo)) is subject to the following additional terms:

- Walmart claims no ownership rights to the photos, photo files, albums, projects, captions, or prints (collectively defined as "Photos"), that you place in your Walmart Digital Photo Center Account. However, by uploading Photos into your Walmart Digital Photo Center Account, you agree to waive all moral rights to those images. In addition, you grant to Walmart a nonexclusive, worldwide, royalty-free, sublicensable license, so we can download, upload, copy, print, display, reproduce, modify, publish, post, transmit, distribute, and otherwise make available the photos included in your Walmart Digital Photo Center Account for the following purposes: (1) displaying

Photos to the people you select; (2) fulfilling orders; (3) improving the Walmart Digital Photo Center service and enabling it to work as designed, including by using automated systems and algorithms to analyze and customize your Photos; and (4) developing new technologies and services for Walmart. We will not use or modify your Photos for any purposes other than the foregoing without obtaining your express permission.

- You are responsible for monitoring and creating backup copies of the Photos stored in your account. Walmart Digital Photo Center is not provided to you under any warranty. Walmart will not be liable for any damage to your photos, albums, rolls, or uploads, including but not limited to loss, deletion or alteration.
- Walmart may terminate your service or access to the Walmart Digital Photo Center and delete any and all information, including but not limited to your Photos, without notice, for any reason including, but not limited to (1) your violation of these Terms of Use or other policies set by Walmart elsewhere on the Walmart Sites; (2) online conduct that Walmart believes is harmful to other customers, the business of Walmart, or other third-party information providers; and (3) failure to access your account for one (1) year.
- Walmart reserves the right to disclose any Photos made available by you or any other customers as necessary to satisfy any law, regulation, or governmental request, or to edit, refuse to submit or to remove any Photos, in whole or in part, that in Walmart's judgment are unsuitable or in violation of these Terms of Use or other policy set by Walmart elsewhere on the Walmart Sites. Walmart may delete, move, and edit Photos for any reason, at any time, without notice.
- By making available Photos, you warrant that you are the sole author and owner of the Photos, or that you have obtained all required releases or permissions to permit copying, printing, licensing of the Photos, and your use of the Walmart Digital Photo Center, as set forth in these Terms of Use.
- Walmart reserves the right to require that you obtain a signed copyright release form from the photographer or studio for photographs that are signed, stamped, or otherwise identified by any photographer or studio as copyrighted material, or any photograph that appears to have been taken by a professional photographer or studio, even if it is not marked with any sort of copyright. In such cases, negatives or digital images of a copyrighted image will be returned to you unprinted and you will be provided instructions on how to present Walmart with a signed copyright release. Copyright owner release forms and copyright permission release forms are available in-store at the Walmart Digital Photo Center.
- Walmart will not assist in the copying of any state or federal document, including but not limited to driver's licenses, passports, and social security cards.
- As a convenience to Walmart customers, Walmart may make third-party software available through the Walmart Digital Photo Center either through physical distribution or by download. To use such software, you will agree to the terms and conditions imposed by the third party provider. Unless otherwise stated in any specific agreement, the agreement to use such software will be solely between you and the third party provider.
- Walmart uses commercially reasonable efforts to maintain the availability of the Walmart Digital Photo Center 24 hours a day, 7 days a week, and provide photo processing within the time frame communicated to you. However, Walmart will not be liable to you for any unexpected outage or disruption of service. One-hour photo services are subject to limitations on store equipment and processing capacity, and actual pick-up times may vary.
- Making available any Photos to Walmart for processing, printing, storage, transmission or other handling constitutes an agreement by you that any damage to your Photos or computer system, or any loss of data, by Walmart, its subsidiaries, employees, or agents, even if caused by negligence or other fault, will only entitle you to replacement with a like amount of storage and processing. Except for replacement, to the fullest extent provided by applicable law, the handling of any Photos is not under warranty or liability, and recovery for any incidental or consequential damages is excluded.
- You understand and agree that any Content, including but not limited to Photos and software, downloaded or otherwise obtained through the use of the Walmart Digital Photo Center is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that may result in the download or upload of such material. Your use of the Walmart Digital Photo Center may expose you to Photos you may feel objectionable. You take sole responsibility for such exposure.

## H. Reserved.

### I. Walmart Registry for Good

Any use of the Walmart Registry for Good (available at <https://walmart.com/registry/registryforgood/welcome>) is subject to the following additional terms:

#### i. Eligibility

- Participation in Registry for Good Site is limited to Walmart.com accounts that have been associated with an eligible recognized 501(c)(3) organization ("Charity") as verified by Walmart or its third party service provider. Each Walmart.com account may create only one Registry for Good.
- Charities may be required to verify their compliance with these Terms, including verification that the Charity meets, or continues to meet the definition of a charity. Walmart may monitor the Charity's website or other information to verify its compliance with these Terms.

#### ii. Solicitation

- Charities may elect to make their Registry for Good searchable on the Registry for Good Site or may elect to make the registry private and available only to those who have a link.
- Charities are solely responsible for compliance with all solicitation regulations under each jurisdiction where they promote their Registry for Good, or the Registry for Good Site or any portion thereof.
- Charities acknowledge and agree that they are not entitled to receive, and Walmart will not provide, any identifiable customer information in respect of purchases made from any Registry for Good. Walmart will not promote any Charity or its Registry for Good.

#### iii. List Address

- Walmart.com customers may purchase items selected by a Charity for its registry and choose to direct Walmart to deliver them to the address designated by the Charity ("List Address") or customers may choose to deliver the items to the Charity directly.
- List Addresses provided by the Charity must be owned or leased by the Charity. Charities must promptly update their List Address (and any other information requested by Walmart) if the Charity address changes or it ceases holding a valid ownership or leasehold interest in the List Address. An agreement with a mail delivery agent or delivery service is not considered a leasehold for purposes of these Terms. By participating in the Registry for Good program, Charities consent and allow Walmart or any of its affiliates to share the List Address with any seller that offers items on your Registry for Good that a customer elects to purchase and send to the Charity List Address.

#### iv. Charity Promotion

- Charities may only promote or link to their Registry for Good on their own website, user-generated content published through a social media account, or page belonging to the Charity, offline mailings, or email correspondence, and may only use such of Walmart's trademarks or logos, links to the Registry for Good Site, or other Walmart Content Walmart may make available to the Charity, in all cases in accordance with the following restrictions:
  - Charities may not promote or link to the Registry for Good, or the Registry for Good Site, in a way that is misleading, illegal, or confusing to viewers or that does not accurately represent the Registry for Good program.
  - Charities may not state, or imply that Walmart funds, endorses, supports or is otherwise engaged in business with a Charity.
  - Charities may not request, collect, obtain, store, cache, or otherwise use any account information of, or used by, other Walmart customers.
  - Charities may not modify, redirect, suppress, or substitute the operation of any button, link, or other feature of the Walmart Content or the Registry for Good Site.
  - Charities may not frame your Registry for Good or the Registry for Good Site, or any part of it, on your own website, social media account, mailings or correspondence. Displaying a link in accordance with these Terms will not be considered framing.
- Walmart reserves the right to terminate any Charity participation in the Registry for Good, or suspend access to the Registry for Good site for violation of these Terms, in addition to any other remedies available to Walmart under these Terms or applicable law.

The Walmart Sites may include Chatbots and other Generative AI, and Materials on the Walmart Sites may be generated by Generative AI (the "Generative AI Features"). The Generative AI Features are subject to the following additional terms.

- Due to the nature of Generative AI, the information, responses and recommendations generated for you and other users through Generative AI Features (collectively, the "Output") may not be accurate, complete or up-to-date and may be misleading or contain errors and omissions, or the Generative AI Features may misunderstand the Content that you input (the "Input") and may be responding to a different question than asked. You should review and verify the Output before making any purchases, engaging in other transactions from the Walmart Sites, or taking any other action based on any such Output.
- Pricing information generated by Generative AI Features may be inaccurate, incomplete, or out of date. Pricing information provided by Generative AI Features does not constitute an offer to sell the item at the stated price or acceptance of an offer to purchase the item at the stated price. Refer to Walmart's Terms of Use at Section 8.B. Pricing Information; Availability for further information on item pricing.
- Unless an associated disclosure states otherwise, the Output may be based on information available on Walmart.com or provided by manufacturers, suppliers, or sellers of items, Walmart service providers, customer reviews, or other publicly available information, and third-party AI models. None of these sources have been verified by Walmart. Any views or opinions expressed in the Output do not necessarily reflect those of Walmart and should not be attributed to Walmart.
- Using the Generative AI Features to produce violent, abusive, or deceptive content or to otherwise cause harm is strictly prohibited. You are also prohibited from attempting to "break" or "trick" the Generative AI Features into disregarding safeguards or other features or messages aimed to protect the public.

The Output provided by the Generative AI Features are intended for general informational purposes only. You should not use any Output provided by the Generative AI Features as the basis for making any legal, safety, health, regulatory, or similarly important decision. Users of the Generative AI Features are solely responsible for independently verifying and evaluating the Output, and for any decisions they make based on the Output. Further, you understand that due to the nature of machine learning and Generative AI, the Output from the Generative AI Features may not be unique across users, and the Generative AI Features may generate or return the same or similar Output to Walmart or a third party, and other users may also ask similar questions and receive the same or similar responses. Outputs that are requested by and generated for other users are not considered your Content. However, you are responsible for any Input you submit to the Generative AI Features.

- Do not share any sensitive or personal data, or any proprietary or confidential information with the Generative AI Features. Additionally, you understand and agree that Input to the Generative AI Features may not be kept confidential, and any of your Content (including but not limited to the Inputs), as well as your purchasing history from the Walmart Sites, your use of promotions as well as personal information, may be used to further enhance and improve the Generative AI Features, the underlying model and the Walmart Sites as well as to generate Output. Inputs will be collected, used and retained by Walmart in order to answer questions and inquiries from you as well as other users, to help improve how the Generative AI Features operate, and for the other purposes described in Walmart's Privacy Policy. Though you have a right to use all Outputs generated by the Generative AI Features, the Outputs are owned by Walmart.
- The Generative AI Features are provided on an "as is" and "as available" basis, and the Walmart Entities do not make any representations or warranties of any kind, express or implied, in relation to merchantability, accuracy (of materials data or any other information, response, results or content) and fitness for a particular purpose. The Walmart Entities do not warrant that the Generative AI Features will operate without interruption or be accurate, complete or error free, or that the Generative AI Features will meet your expectations, or that any Content and Materials processed or generated by the Generative AI Features will be secure, not lost, or altered.
- Walmart Entities will not be liable for your use or inability to use the Generative AI Features, any inaccurate information generated by the Generative AI Features, or any Materials generated by the Generative AI Features or generated from the Walmart Sites.

## 17. Disclaimer of Warranties

THE WALMART SITES, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART SITES, AND/OR WALMART STORE LOCATIONS, ARE PROVIDED BY WALMART ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WALMART ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WALMART SITES OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WALMART ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE WALMART ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE WALMART SITES IS AT YOUR SOLE RISK. THIS SECTION 17 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY WALMART TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WALMART SITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WALMART SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WALMART ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE WALMART SITES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

## 18. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WALMART ENTITIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF A WALMART ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE WALMART SITES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE WALMART SITES.

## 19. Indemnification

You agree to defend (at Walmart's option), indemnify, and hold the Walmart Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Walmart Sites or any breach by you of these Terms of Use. Walmart reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Walmart if and as requested by Walmart in the defense and settlement of such matter.

## 20. Disputes, Arbitration, and Applicable Law



PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

### 1. Arbitration Agreement.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, YOU AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND WALMART, INCLUDING ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY WALMART OR THE WALMART ENTITIES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND WALMART AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. This paragraph may be referred to as the Arbitration Agreement in these Terms of Use.

### 2. Class Action and Mass Action Waiver.

YOU AND WALMART AGREE THAT ANY ARBITRATION REQUIRED BY THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. You and Walmart each agree to waive the right to have any dispute or claim subject to the Arbitration Agreement brought, heard, administered, resolved, or arbitrated as a class arbitration, class action, collective action, or Mass Action to the maximum extent permitted by law. "Mass Action" means a situation in which a party is represented by a law firm or other representative, or a collection of law firms or other representatives, that has initiated more than one hundred (100) arbitration Demands with common questions of law or fact against Walmart within 180 days of initiating your arbitration Demand. This paragraph may be referred to as the "Class Action and Mass Action Waiver" in these Terms of Use. Nothing in these Terms of Use precludes you from bringing issues to the attention of federal, state, or local government agencies and, if the applicable law allows, such agencies may seek relief against Walmart for you.

### 3. Initiating a Demand for Arbitration.

Any arbitration required by the Arbitration Agreement shall be initiated by You or Walmart by sending the other a written demand for arbitration ("Demand") only via first-class mail, FedEx, or UPS within the statute of limitations period. Your Demand shall be delivered to: Walmart Inc. Legal Department, 702 SW 8th Street, Mailstop 0215, Bentonville, AR 72716. The Demand must include (i) the name, telephone number, mailing address, and email address of the person or entity seeking arbitration; (ii) a statement of the legal claims asserted and the factual basis for those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy; (iv) the original personal signature of the party seeking arbitration; and (v) the original personal signature of any legal counsel or other representative purporting to represent the party seeking arbitration. For purposes of this paragraph, "original personal signature" does not include any digital, scanned, electronic, copied, or facsimile signature. An original personal signature on the Demand certifies the following: (i) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The original personal signature by the party seeking arbitration shall verify under penalty of perjury that the factual statements contained in the Demand are true and correct. Compliance with this paragraph tolls any applicable statute of limitations as to any dispute or claim subject to the Arbitration Agreement that is stated in the Demand.

### 4. Filing a Demand for Arbitration.

A party seeking arbitration of any dispute or claim subject to the Arbitration Agreement shall submit a copy of the Demand to the American Arbitration Association ("AAA") sixty (60) or more days after the Demand is initiated pursuant to Section 20.3 of these Terms of Use. The arbitration will be administered by the AAA pursuant to the current AAA Consumer Arbitration Rules, except to the extent modified by these Terms of Use. The AAA rules and instructions are available on the AAA website at [www.adr.org/consumer](http://www.adr.org/consumer).

### 5. Conduct of Arbitration.

In any arbitration of a dispute or claim that is subject to the Arbitration Agreement:

1. You or Walmart may file such dispositive motions as would be permitted by the Federal Rules of Civil Procedure without obtaining permission from the arbitrator. Upon the filing of any dispositive motion, the arbitrator may stay all further action and deadlines in the arbitration until deciding such motion.
2. The parties shall have the right to conduct such discovery from the opposing party or any third party that is proportional to the needs of the claim or dispute, considering the importance of the issues at stake, the amount in controversy, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Proportionality shall be decided by the arbitrator when requested by either party.
3. The arbitrator shall conduct any calls, conferences, or hearings by teleconference or videoconference, unless the arbitrator determines that an in-person hearing is appropriate. Any in-person hearing will be held at a location that is reasonably convenient. You and an employee of Walmart shall attend all arbitrator calls, conferences, and hearings.
4. A party may make a written offer of judgment at least seven (7) days before the date set for the arbitration hearing.
5. If the arbitrator finds that a party's claim, counterclaim, or appeal was frivolous, asserted in bad faith, or pursued for purposes of harassment, the arbitrator shall award the opposing party its attorneys' fees, costs, and expenses and all amounts charged by AAA for the arbitration.
6. The arbitrator will follow these Terms of Use and the law. The arbitrator shall not have the authority to commit errors of law or legal reasoning. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award relief for or against anyone who is not a party, though the individual relief awarded by the arbitrator may incidentally affect non-parties.
7. You or Walmart may appeal an arbitration award that manifestly disregards the law by filing a notice of appeal with the AAA within 30 days after an award is rendered and delivered to the parties. The appeal shall be heard by a single arbitrator unless the parties agree to a multi-arbitrator appellate panel. The arbitrator(s) assigned to the appeal shall be selected by agreement of the parties from among those on the AAA Appellate Panel. If the parties are unable to agree, AAA shall appoint the arbitrator(s) from among those on the AAA Appellate Panel. An arbitrator who previously presided over any aspect of a case shall be ineligible from serving as an appellate arbitrator in that same case. The appeal, including briefing, shall be conducted pursuant to the parties' agreement or the appellate arbitrator(s)' orders if the parties are unable to agree.

### 6. Process for Arbitration Bellwether Demands.

If twenty-five (25) or more Demands for arbitration of a dispute or claim subject to the Arbitration Agreement are initiated (i) that involve common questions of law or fact and (ii) where the initiating parties are represented by the same law firm, the same group of coordinated law firms, or the same representative, then such Demands shall be coordinated pursuant to this paragraph. The group of claimants and group of respondents shall each select five (5) Demands, for a total of ten (10), to be filed with AAA (collectively the "Bellwether Demands"). Each of the Bellwether Demands shall be assigned by AAA to a different arbitrator chosen from its national roster. After ninety (90) days from the date all Bellwether Demands have been arbitrated and any appeals exhausted, any remaining Demands subject to this paragraph may be filed with AAA. The AAA Supplementary Rules for Multiple Case Filings shall apply to the extent they are not inconsistent with this paragraph. Notwithstanding any other provision in the Terms of Use, You and Walmart agree that a court of competent jurisdiction shall have authority to enforce the terms of this paragraph with injunctive or other relief.

### 7. Severability.

If (i) any dispute or claim subject to the Arbitration Agreement is filed as a class arbitration, class action, collective action, representative action, or Mass Action and (ii) if the Class Action and Mass Action Waiver is held invalid or unenforceable as to such dispute or claim, then the Arbitration Agreement does not apply to that dispute or claim and such dispute or claim must be brought in a court of competent jurisdiction. If any provision of Section 20 other than the Class Action and Mass Action Waiver is held invalid or unenforceable as to a particular dispute or

claim, then such provision shall be severed from the Terms of Use, and the remainder of the Terms of Use shall be enforceable to the maximum extent permitted by law.

#### 8. Applicable Law.

The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of Section 20 of these Terms of Use. If the FAA is found not to apply to any portion of Section 20 of these Terms of Use, then the applicable laws of the State of Arkansas shall apply without regard to choice-of-law principles.

## 21. Termination

These Terms of Use are effective unless and until terminated by either you or Walmart. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Walmart Sites. We also may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to the Walmart Sites, if in our sole discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Walmart, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Walmart Sites, as well as all copies of such Content, whether made under these Terms of Use or otherwise. The following sections will survive any termination of these Terms of Use: "Your Use of the Walmart Sites," "Content and Ideas," "Monitoring by Walmart," "Materials Available on the Walmart Sites," "Merchandise," "Third Party Sites," "Placing an Order with Walmart," "Shipping and Delivery," "Export Policy," "Intellectual Property" (excluding the rights granted to you in that Section), "Privacy," "Third-Party Software & Licensing Notices," "Indemnification," "Termination," "Disclaimer of Warranties," "Limitation of Liability," "Disputes & Arbitration," and "General".

## 22. General

These Terms of Use represent the complete agreement and understanding between you and Walmart and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Walmart. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. Except as provided in Section 20 above, if any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. Except as provided in Section 20 above, these Terms of Use shall be interpreted and governed by the applicable laws of the State of Arkansas without regard to choice-of-law principles. The failure of Walmart to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Walmart's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to this these Terms of Use) may be made via posting to the Walmart Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## 23. Filtering

This is to notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from [https://en.wikipedia.org/wiki/Comparison\\_of\\_content-control\\_software\\_and\\_providers](https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers). Please note that we do not endorse any of the products or services listed on such site.

## 24. How to Contact Us

If you have any questions or comments, please contact us at <https://walmart.com/help>, or by mail at the following address: Walmart.com; 850 Cherry Ave., San Bruno, CA 94066. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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